

Bldg Shell

January 14, 2009

Mr. Jake Spiegel
Town of Jesup
1025 5th Street
Jesup Iowa 50648

Project: New Town Hall and Community Center

Dear Mr. Spiegel:

We are pleased to provide this Preliminary Budget Proposal for the shell of your proposed Town Hall and Community Center. It was a pleasure meeting with you and reviewing your needs. Our goal is to always provide the highest quality construction methods to suit the needs of the customer.

Project Scope:

Design and construct the shell for a 5,600 square foot footprint town hall with a full basement. Building to have a 14' eve height with cast-in brick Thermomass tilt-up panels and a wood truss framed roof with shingles.

Preliminary Budget: \$535,890.00

- Shell of Bldg

Budget Inclusions:

Design:

- architecture/engineering for shell
- field inspections

General Conditions:

- concrete testing
- portable toilet
- job trailer
- barricades
- dumpsters
- site signage as required
- general clean-up
- supervision

Building Shell

- concrete footings
- poured concrete basement walls
- column pads
- granular backfilling of basement walls
- granular base and vapor barrier under basement floor
- steel columns and beams for precast plank bearing
- precast plank 1st floor
- 3" concrete topping over precast plank
- Thermomass tilt-up exterior walls with cast-in thin brick
- Wood frame roof system with asphalt shingles
- Elevator pit and shaft
- Insulated metal exterior services doors as per code
- Aluminum framed glass entry door
- Window allowance
- Sidewalk allowance

Exclusions:

- all mechanicals
- all interior rough in and finish work
- excavation of basement
- demolition
- any type of construction on the existing connected building other than the shell tie in

Alternates:

1. Steel joist and deck with a rubber membrane roof using stone ballast add: - Add
\$17,000.00.
2. Precast plank roof system for future second story addition add: \$38,400.00

Notes:

1. All preliminary pricing is based on historical data and preliminary design. Final pricing may reflect costs increases/decreases based on the final design and job conditions
2. It can be assumed that portions of the streets and sidewalks surrounding the building site will need to be closed for a portion or the entire construction schedule.
3. I included an elevator shaft and pit. At this time we are fairly certain you will need one.
4. I've included an elevator pit and shaft because we are fairly certain one will be required.

Please call with any questions or concerns. Thank you for your interest in our company and the Thermomass Tilt-up Panels.

Respectfully,

Dan Doyle
C. E. Doyle, LLC.



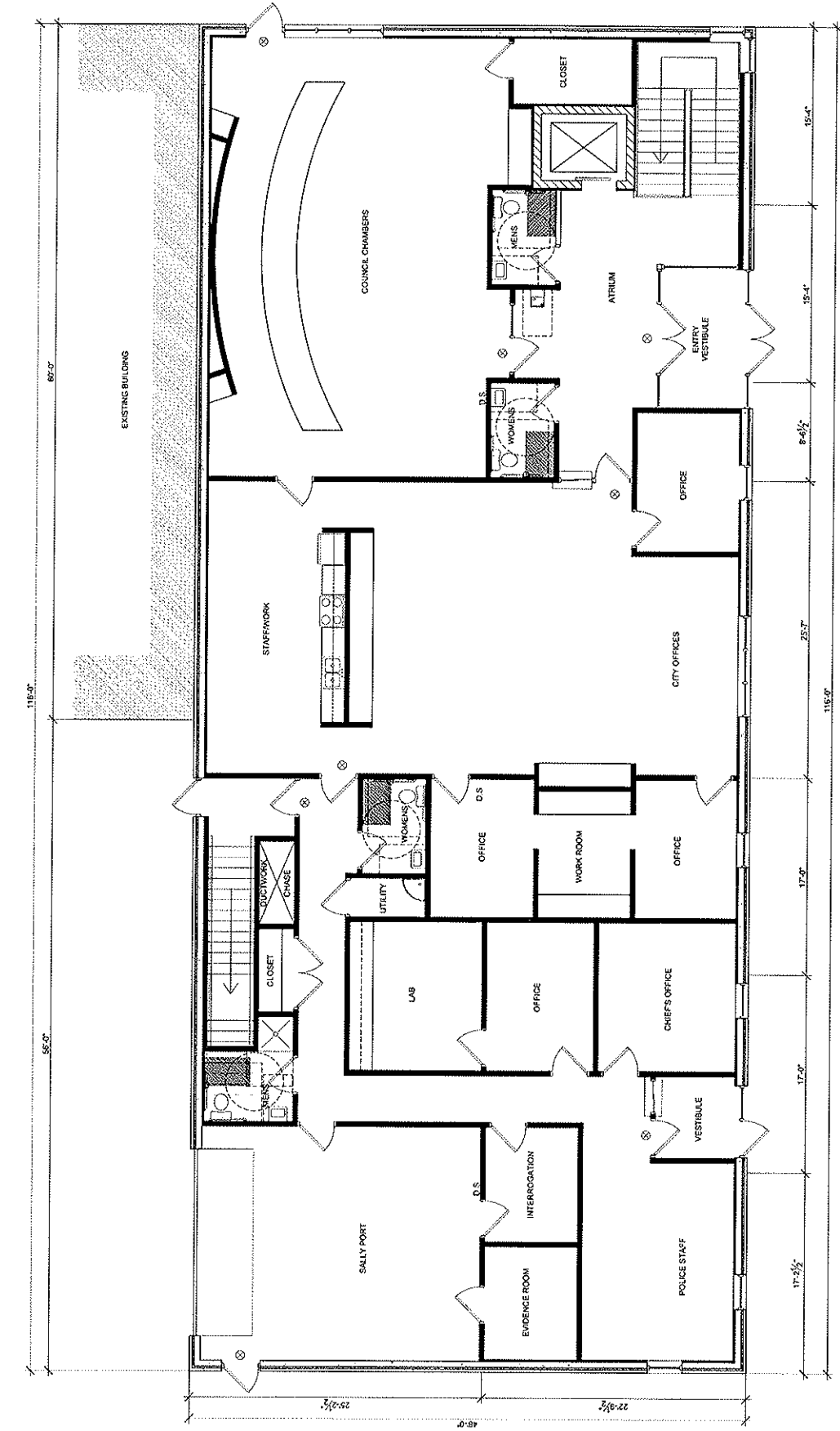
C.E. DOYLE LLC
DESIGN/BUILD CONTRACTORS & ENGINEERS
14400 Hwy 47
Greenfield, Wisconsin 53001
Telephone: (262) 282-7773

PROPOSED NEW CITY HALL FOR:
CITY OF JESUP

FIRST FLOOR PLAN	
PROJECT	CJO
DATE	04/01
BY	02/01
SCALE	1/4" = 1'-0"

A1.1
FEB. 2009

REVISIONS	
NO.	DESCRIPTION
1	3-5-09
2	
3	
4	
5	
6	
7	
8	
9	
10	



KEY
F.E. FIRE EXTINGUISHER
F.L. FIRE LAMP
F.L.T. FIRE LAMP TOWER
W.B. WATER BACKUP
D.S. DOWNSPOUT

1ST FLOOR PLAN
SCALE 1/4" = 1'-0"

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BASEMENT PLAN
SCALE 1/4" = 1'-0"

Colleen Simmons

From: Joe Kapaun [JKapaun@kcepcia.com]
Sent: Thursday, July 30, 2009 9:27 AM
To: Colleen Simmons
Subject: FW: SF Pricing

Colleen,

This is the mechanical/electrical construction cost estimate I developed for Mayor Spiegel. Thank You.

Joseph R. Kapaun, P.E.
Kapaun Consulting Engineers, P.C.
138 Eldora Road
Hudson, Iowa 50643
Phone: 319-988-9234
Fax: 319-988-9877
Email: JKAPAUN@KCEPCIA.COM

From: Joe Kapaun
Sent: Monday, June 01, 2009 4:27 PM
To: 'jb.spiegel@us.schneider-electric.com'
Subject: RE: SF Pricing

Jake,

This is what I came up with for mechanical/electrical budget estimates.

PLUMBING:	11,136 Sq Ft x 5.61 \$/Sq Ft=	\$ 62,500
FIRE SPRINKLER:	11,136 Sq Ft x 2.50 \$/Sq Ft=	\$ 27,840
ELECTRICAL:	11,136 Sq Ft x 8.00 \$/Sq Ft=	\$ 89,088
HVAC:	11,136 Sq Ft x 12.00 \$/Sq Ft=	\$ 133,632
TOTAL:	28.11 \$/Sq Ft	\$ 313,060

Preliminary load estimate for 11,136 Sq Ft is 30 tons.
Adder for Geothermal Well Field: 30 Bore Holes x 2,400 \$/Bore Hole = \$ 72,000
Adder for Hydronic equipment and piping: \$ 18,000
Total adder for geothermal heat pumps: \$ 100,000.

Joseph R. Kapaun, P.E.
Kapaun Consulting Engineers, P.C.
138 Eldora Road
Hudson, Iowa 50643
Phone: 319-988-9234
Fax: 319-988-9877
Email: JKAPAUN@KCEPCIA.COM

From: jb.spiegel@us.schneider-electric.com [mailto:jb.spiegel@us.schneider-electric.com]
Sent: Monday, June 01, 2009 8:41 AM
To: Joe Kapaun
Subject: Fw: SF Pricing

----- Forwarded by Jake Spiegel/US/Schneider on 06/01/2009 08:40 AM -----

"Dan Doyle" <dan1@cedoyle.com>

To "Jake Spiegel" <jb.spiegel@us.schneider-electric.com>
cc "Craig J. Olson" <craig@cedoyle.com>, "Don Doyle" <don@cedoyle.com>

04/13/2009 12:44 PM

Iowa Wall Sawing Services
2600 Quasqueton Diag.
Independence, IA 50644

Voice: (319) 934-3280 **Fax: (319) 934-3279**

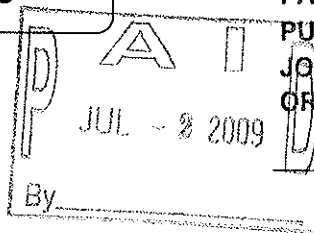
INVOICE

INVOICE NO: 017720
INVOICE DATE: 06/17/09 DUE:06/17/09

PAYMENT TERMS: Net 15 Days

PURCH ORDER #:
JOB REQUEST #:
ORDERED BY:

CITY OF JESUP
791 6TH ST
592PO BOX
JESUP, IA 50648



OLD CITY HALL

IA

- Repair exposed wall on Pieters Bldg

DATE/TICKET NUMBER	DESCRIPTION	AMOUNT
06/17/09 007384	CONCRETE SAWING 4' X 6" 12' X 12" FLUSH CUT <i>We appreciate your business!</i>	641.00
TOTAL AMOUNT:		\$641.00

WORK POLICIES:

- * We accept no responsibility for layout.
- * We accept no liability for any damage to buried conduit, pipe, wood, beams or footings concealed in or under concrete or asphalt, surfaces, or within the cutting, drilling, demolition or excavation depths requested.
- * Any claims for damage must be reported to our office within 48 hours after the damage was done and we reserves the right to inspect this damage and repair it or sublet the repairs prior to accepting any back charges.



Statement

Page _____ of _____ Pages

ARCTIC SEAL

URETHANE INSULATION SYSTEMS, INC.

1872 Baxter Avenue - Jesup, Iowa 50648
Phone (319) 827-6354 • Fax (319) 827-2125
email: arcticseal@jtt.net

DENNIS KAYSER
Owner - Operator

PROPOSAL SUBMITTED TO <i>City of Jesup</i>	PHONE <i>827-1522</i>	DATE <i>6-26-09</i>
STREET <i>531 Prospect St./Box 592</i>	JOB NAME <i>Peters & Peters Law Firm</i>	
CITY, STATE AND ZIP <i>Jesup, Ia. 50648</i>	JOB LOCATION <i>611 Young St.</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE <i>827-6920</i>

We hereby submit specifications and estimates for:

*Bill for 1.5" urethane insulation on west wall of building.
Covered with light gray roof coating's.*

Total Job Cost = \$3,840⁰⁰

*Thanks
Dennis*

5 yr. warranty

We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

_____ dollars (\$_____).

Payment to be made as follows: *upon completion*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

INVOICE

Paul Niemann Construction Co.
SAND, GRAVEL AND STONE PRODUCTS

P.O. Box 128 Sumner, Iowa 50674
563/578-3261

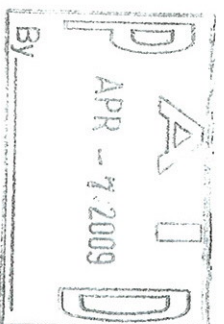
SOLD TO:

CITY OF JESUP
601 YOUNG ST.
P.O. BOX 592
JESUP, IA 50648-0592

Gravel for vacant lot

Date of Invoice: 3/31/2009

Invoice No: 2000041804



Date	Description	Tons	Unit Price	Haul Price	Material Amount	Haul Amount
3/6/2009	Bloom - Road Rock	108.2200	6.980	0.00	755.38	0.00
TICKET						
13561		13562		13565	13567	13568
13571		13577		13579	13581	13569
3/12/2009	Bloom - Road Rock	32.6000	6.980	0.00	227.55	0.00
TICKET						
13638		13648		13649		
3/26/2009	Bloom - Road Rock	20.9800	6.980	0.00	146.44	0.00
TICKET						
13869		13871				

A monthly service charge of 1 1/2% will be added to all past due accounts or a \$2.00 minimum service charge if applicable.

ANNUAL PERCENTAGE RATE 18%.

Due 30 days after invoice date

Thank you

Total Product Amount:	1,129.36
Total Haul Amount:	0.00
Sales Taxes Amount:	0.00
Optional Taxes Amount:	0.00
Total Due Amount:	\$1,129.36

Paul Niemann Construction Company

No 13561

Box 128 • Sumner, IA 50674 • (563) 578-3261

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Tons	Price	Amount
	Sales Tax	
	Hauling	
	TOTAL	

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Signature/Weigher
Quarried Ag. Lime
LBS. ECCEPERTON

Sold to CITY OF JESUP
Address _____
City _____
Date 07/07/09 By 06/2009

Gross GROSS 33340 lb Lbs.
Tare TRAE 16300 lb RECALLED KEYED Lbs.
Net NET 17040 lb Lbs.
<NET> <TON> 8.52 T Lbs.

Product I.D. _____ Grad. No. _____

Product Name 1" RR

Project CITY HALL

Truck No. 1001 Owner _____

Driver's Signature [Signature]

Quarry Bloom Source A _____

Paul Niemann Construction Company

No 13562

Box 128 • Sumner, IA 50674 • (563) 578-3261

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Tons	Price	Amount
	Sales Tax	
	Hauling	
	TOTAL	

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Signature/Weigher
Quarried Ag. Lime
LBS. ECCEPERTON

Sold to CITY OF JESUP
Address _____
City _____
Date 07/25/09 By 03/06/2009

Gross GROSS 33580 lb Lbs.
Tare TRAE 16300 lb RECALLED KEYED Lbs.
Net NET 17280 lb Lbs.
<NET> <TON> 8.64 T Lbs.

Product I.D. _____ Grad. No. _____

Product Name 1" RR

Project CITY HALL

Truck No. 1001 Owner _____

Driver's Signature [Signature]

Quarry Bloom Source A _____

Paul Niemann Construction Company

Box 128 • Sumner, IA 50674 • (563) 578-3261

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Sold to CITY OF JESUP
Address _____
City _____ Zip _____
Date 07:36AM By APR - 7 2009

Tons	Price	Amount
	Sales Tax	
	Hauling	
	TOTAL	

Gross GROSS 33920 lb Lbs.
Tare TRAE 16300 lb RECALLED KEYED Lbs.
Net NET 17620 lb Lbs.
(NET) (TON) 8.81 T Lbs.

Product I.D. _____ Grad. No. _____

Product Name 1"RR

Project CITY HALL

Truck No. ID 01 Owner _____

Driver's Signature [Signature]

Quarry Bloom Source A _____

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Signature/Weigher _____
Quarried Ag. Lime
LBS. ECCEPERTON

Paul Niemann Construction Company

Box 128 • Sumner, IA 50674 • (563) 578-3261

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Sold to CITY OF JESUP
Address _____
City _____ Zip _____
Date 07:48AM By APR - 7 2009

Tons	Price	Amount
	Sales Tax	
	Hauling	
	TOTAL	

Gross GROSS 33520 lb Lbs.
Tare TRAE 16300 lb RECALLED KEYED Lbs.
Net NET 17220 lb Lbs.
(NET) (TON) 8.61 T Lbs.

Product I.D. _____ Grad. No. _____

Product Name 1"RR

Project CITY HALL

Truck No. ID 01 Owner _____

Driver's Signature [Signature]

Quarry Bloom Source A _____

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Signature/Weigher _____
Quarried Ag. Lime
LBS. ECCEPERTON

Paul Niemann Construction Company

No 13567

Box 128 • Sumner, IA 50674 • (563) 578-3261

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Tons	Price	Amount
Sales Tax		
Hauling		
TOTAL		

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Signature/Weigher
Quarried Ag. Lime
LBS. ECCEPERTON

Sold to

Address

City

Date

08:00A 03/06/2009

By

Gross

GROSS 34140 lb

Lbs.

Tare

TARE 16300 lb RECALLED KEYED

Lbs.

Net

NET 17840 lb

<NET> <TON> 8.92 T

Lbs.

Product I.D.

Grad. No.

Product Name

Project

Truck No.

Owner

Driver's Signature

Quarry

Source A

Paul Niemann Construction Company

No 13568

Box 128 • Sumner, IA 50674 • (563) 578-3261

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Tons	Price	Amount
Sales Tax		
Hauling		
TOTAL		

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Signature/Weigher
Quarried Ag. Lime
LBS. ECCEPERTON

Sold to

Address

City

Date

08:11A 03/06/2009

Gross

GROSS 33960 lb

Lbs.

Tare

TARE 16300 lb RECALLED KEYED

Lbs.

Net

NET 17660 lb

<NET> <TON> 8.83 T

Lbs.

Product I.D.

Grad. No.

Product Name

Project

Truck No.

Owner

Driver's Signature

Quarry

Source A

Paul Niemann Construction Company NE 13569

Box 128 • Sumner, IA 50674 • (563) 578-3261

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

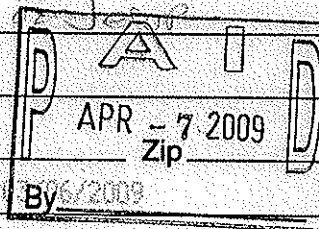
The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Sold to CITY OF JASON

Address _____

City _____

Date _____



Tons	Price	Amount
	Sales Tax	
	Hauling	
	TOTAL	

Gross

GROSS 35120 lb

Lbs.

Tare

TRAE 16300 lb RECALLED KEYED

Lbs.

Net

NET 18820 lb
<NET> <TON> 9.41 T

Lbs.

Product I.D. _____

Grad. No. _____

Product Name 1"RR

Project CITY HALL

Truck No. ID 01

Owner _____

Driver's Signature [Signature]

Quarry Bloom

Source A _____

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Signature/Weigher _____

Quarried Ag. Lime

LBS. ECCEPERTON

Paul Niemann Construction Company NE 13571

Box 128 • Sumner, IA 50674 • (563) 578-3261

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

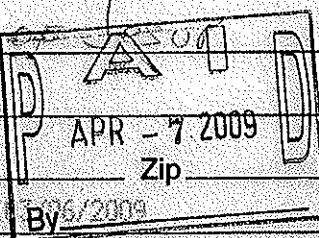
The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Sold to CITY OF JASON

Address _____

City _____

Date _____



Tons	Price	Amount
	Sales Tax	
	Hauling	
	TOTAL	

Gross

GROSS 34400 lb

Lbs.

Tare

TRAE 16300 lb RECALLED KEYED

Lbs.

Net

NET 18100 lb
<NET> <TON> 9.05 T

Lbs.

Product I.D. _____

Grad. No. _____

Product Name 1"RR

Project CITY HALL

Truck No. ID 01

Owner _____

Driver's Signature [Signature]

Quarry Bloom

Source A _____

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Signature/Weigher _____

Quarried Ag. Lime

LBS. ECCEPERTON

Paul Niemann Construction Company

Box 128 • Sumner, IA 50674 • (563) 578-3261

№ 13577

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Sold to CITY OF DES MOINES
Address _____
City _____ Zip _____
Date 10:22AM By [Signature]

Tons	Price	Amount
	Sales Tax	
	Hauling	
	TOTAL	

Gross GROSS 34140 lb Lbs.
Tare TRAE 16300 lb RECALLED KEYED Lbs.
Net NET 17840 lb Lbs.
<NET> <TON> 8.92 T Lbs.

Product I.D. _____ Grad. No. _____

Product Name 1" RR

Project CITY Hall

Truck No. 10 01 Owner _____

Driver's Signature [Signature]

Quarry Bloom Source A _____

Signature/Weigher
Quarried Ag. Lime
LBS. ECCEPERTON

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Paul Niemann Construction Company

Box 128 • Sumner, IA 50674 • (563) 578-3261

№ 13578

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Sold to CITY OF DES MOINES
Address _____
City _____ Zip _____
Date 10:33AM By [Signature]

Tons	Price	Amount
	Sales Tax	
	Hauling	
	TOTAL	

Gross GROSS 34380 lb Lbs.
Tare TRAE 16300 lb RECALLED KEYED Lbs.
Net NET 18080 lb Lbs.
<NET> <TON> 9.04 T Lbs.

Product I.D. _____ Grad. No. _____

Product Name 1" RR

Project CITY Hall

Truck No. 10 01 Owner _____

Driver's Signature _____

Quarry Bloom Source A _____

Signature/Weigher
Quarried Ag. Lime
LBS. ECCEPERTON

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Paul Niemann Construction Company No 13579

Box 128 • Sumner, IA 50674 • (563) 578-3261

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

The above information is hereby incorporated into and made part of this agreement, and by signing or initialing this sales ticket the customer and/or driver accepts and agrees to be bound to the foregoing provisions hereof.

Sold to CITY
Address PA
City PA Zip PA
Date 10:44AM By PA
APR - 7 2009

Tons	Price	Amount
	Sales Tax	
	Hauling	
	TOTAL	

Gross 35420 lb Lbs.
Tare 16300 lb RECALLED KEYS Lbs.
Net 19120 lb Lbs.
<NET> <TON> 9.56 T Lbs.

Product I.D. _____ Grad. No. _____

Product Name 1"RR

Project CITY HALL

Truck No. ID 01 Owner _____

Driver's Signature [Signature]

Quarry Bloom Source A _____

Signature/Weigher
Quarried Ag. Lime
LBS. ECCEPERTON

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

Paul Niemann Construction Company No 13581

Box 128 • Sumner, IA 50674 • (563) 578-3261

Pursuant to prior oral or written agreement between the parties, delivery occurred and title passed immediately after the products were loaded into the carrier at the point of shipment. All hauling from this plant or quarry at an agreed rate per ton or yard is performed by independent trucking contractors. Drivers, other than owner drivers, will be employed by the trucking contractor. The trucking contractor assumes all liability for compensation, public liability and property damage insurance, also all social security taxes, withholding taxes and any other taxes assessed.

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Sold to CITY
Address PA
City PA Zip PA
Date 11:19AM By PA
APR - 7 2009

Tons	Price	Amount
	Sales Tax	
	Hauling	
	TOTAL	

Gross 38120 lb Lbs.
Tare 16300 lb RECALLED KEYS Lbs.
Net 19820 lb Lbs.
<NET> <TON> 9.91 T Lbs.

Product I.D. _____ Grad. No. _____

Product Name 1"RR

Project CITY HALL

Truck No. ID 01 Owner _____

Driver's Signature [Signature]

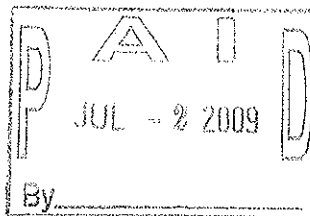
Quarry Bloom Source A _____

Signature/Weigher
Quarried Ag. Lime
LBS. ECCEPERTON

Certification below valid only with authorized signature. This is to certify that the material herein described meets the applicable contract specifications and requirements.

JESUP LAND IMPROVEMENT
1995 BAXTER AVE
JESUP, IOWA 50648

Invoice



DATE INVOICE #
6/11/2009 4864

BILL TO

CITY OF JESUP
601 YOUNG ST
JESUP, IA 50648

				TERMS
				NET 30
ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
BID	1	TEAR DOWN CITY HALL AND REMOVE FROM SITE	16,500.00	16,500.00
			0.00	0.00

Total

\$16,500.00

Invoice



INVOICE #
4692

CITY OF JESUP
601 YOUNG ST
JESUP, IA 50648

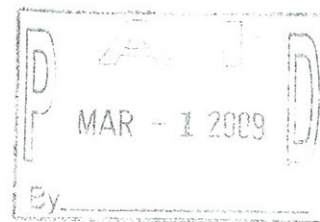
CITY HALL

Total

\$2,788.00

INVOICE

REW Services Corporation
6864 NE 14TH STREET, SUITE 4
ANKENY, IA 50023



(515) 289-0705

Invoice Number: 29748

Invoice Date: January 24, 2009

Customer: City of Jesup
PO Box 592
Jesup, Iowa 50628

Project Number: 29748

Contact & Phone Number: Pete Walter (515) 289-0705

INVOICE FOR ASBESTOS ABATEMENT

Description of Work: Invoice for asbestos removal: Former City Hall and
Former Church

Former City Hall - \$5,219.00

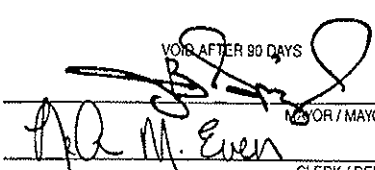
Former Church - \$4,803.00

TOTAL AMOUNT OF THIS INVOICE: \$10,022.00

PRINT

CLOSE

R&T	Account	Item Number	Posted Date	Amount
073908045	0126128	21858	04/09/2009	50268.20

CITY OF JESUP 601 YOUNG STREET • P.O. BOX 592 JESUP, IA 50648-0592		FARMERS STATE BANK JESUP, IA 50648 72-804-739	B 021858 4/07/09
PAY EXACTLY		FIFTY THOUSAND TWO HUNDRED SIXTY EIGHT AND 20/100 DOLLARS	
TO THE ORDER OF		PIETERS AND PIETERS TRUST ACCT	
		VOID AFTER 90 DAYS  MAYOR / MAYOR PRO-TEM CLERK / DEPUTY CLERK	

⑈021858⑈ ⑈073908045⑈ ⑈126128⑈



RESOLUTION NO. 2009-57

RESOLUTION APPROVING AMENDED PURCHASE AGREEMENT

BE IT RESOLVED by the City Council of the City of Jesup, Iowa that:

WHEREAS, the City desires to purchase certain real estate from Albert Gregurich and LaVeta L. Gregurich for the sum of \$50,000.00;


AND WHEREAS the City has caused said real estate to be appraised and the amount of the appraised value is \$45,500.00.

AND WHEREAS the City previously resolved on March 2nd, 2009 to purchase said real estate based on the terms of a *Purchase Agreement* attached thereto; however, the Seller has rejected said Offer and has made a counter-offer based on the sum of \$50,000.00 with the Buyer to pay Sellers' closing costs and only those real estate taxes due and payable March 2009 and all prior real estate taxes. Additionally, the Seller also reserves all property that integrally belongs to or is a part of the real estate, whether attached or detached, such as siding, cabinets, hot water heaters, furnace, decking, lumber, electrical, and lighting fixtures. Said property shall be removed at the Seller's expense upon two weeks written notice by Buyer prior to demolition.


NOW THEREFORE BE IT RESOLVED by the City Council of the City of Jesup, Iowa that the City of Jesup, Iowa does agree to accept the terms pursuant to the *Amended Purchase Agreement* attached hereto and made a part hereof as though fully set out herein;

AND FURTHER the Mayor of the City of Jesup, Iowa is hereby authorized and directed to execute said *Amended Purchase Agreement* on behalf of the City of Jesup, Iowa.

This Resolution is adopted this 6th day of April, 2009.


By: J. B. Spiegel
Its: Mayor

ATTEST TO:


By: Linda Bunnell
Its: City Clerk

Eng. fee - CE

PROPOSAL

**JESUP CITY HALL
JESUP, IOWA**

28 May 2009
PROPOSAL NO. 09-26

1. SCOPE OF PROJECT

Provide design mechanical and electrical engineering services for the proposed 2009 Jesup City Hall located in Jesup, Iowa. Services to be provided include site visits, drawings and specifications to be issued for competitive bid, and Contract Administration as detailed in the attached Engineering Man Hour Estimate. Drawings and specifications will be signed and sealed by a Professional Engineer licensed in the State of Iowa. **The proposed Fee Arrangement is a Lump Sum amount of \$28,580.00.** Invoices will be issued every 30 days on an hourly basis according to the fee schedule listed below. Payment is due within 30 days of receipt of invoice.

2. ENGINEERING FEES

A. FEE SCHEDULE

Engineer	110	\$/HR
Engineering Technician	75	\$/HR
Clerical	35	\$/HR

3. ENGINEERING MAN HOUR ESTIMATE

			Engineer
SITE INVESTIGATION VISITS			6
REBATE PACKAGE			8
DRAWINGS			
	Clerical	Eng Tech	Engineer
SYMBOLS		2	
SITE PLAN		6	3
ROOF PLAN		2	1
MECHANICAL SCHEDULES & DETAILS		4	2
MECHANICAL SCHEDULES & DETAILS		4	2
BASEMENT LEVEL HVAC PLAN		24	12
GRADE LEVEL HVAC PLAN		40	16
BASEMENT LEVEL UNDERSLAB PLUMBING PLAN		6	2
GRADE LEVEL UNDERSLAB PLUMBING PLAN		6	2
BASEMENT LEVEL PLUMBING PLAN		6	2
GRADE LEVEL PLUMBING PLAN		6	2
BASEMENT LEVEL FIRE SPRINKLER PLAN		6	2
GRADE LEVEL FIRE SPRINKLER PLAN		6	2
BASEMENT LEVEL POWER PLAN		6	4
GRADE LEVEL POWER PLAN		8	4
BASEMENT LEVEL LIGHTING PLAN		6	2
GRADE LEVEL LIGHTING PLAN		6	2
ELECTRICAL SCHEDULES & DETAILS	4	2	
ONE LINE DIAGRAM		<u>4</u>	<u>2</u>
TOTAL		152	64
SPECIFICATIONS	12		8

CONTRACT ADMINISTRATION

PRE-BID MEETING	1		3
PRE-CONSTRUCTION MEETING	1		3
MONTHLY MEETINGS(8 @ 3 HRS EACH)	8		24
SHOP DRAWINGS	12		8
FINAL INSPECTION	4		8
RECORD DOCUMENTS	<u>6</u>	<u>12</u>	<u>2</u>
TOTAL	32	12	48

TOTAL HOURS

CLERICAL	44 HRS
ENGINEERING TECHNICIAN	164 HRS
ENGINEER	134 HRS

	Clerical:	44 HRS x 35	\$/HR	\$ 1,540.00
	Eng Tech	164 HRS x 75	\$/HR	\$ 12,300.00
	Engineer:	134 HRS x 110	\$/HR	<u>\$ 14,740.00</u>
TOTAL ESTIMATED COST				\$28,580.00

-

PROPOSAL
ACCEPTANCE: _____ DATE: _____

Mr. Jake Spiegel
Mayor
City of Jesup, Iowa

28 May 2009

RE: Engineering Proposal – Jesup City Hall
Jesup, Iowa

Dear Mr. Spiegel,

Attached you will find a proposal for design engineering services for the proposed 2009 Jesup City Hall, located in Jesup, Iowa.

Thank you for the opportunity to be of service to the City of Jesup. Please contact me if you have any questions.

Sincerely,

Joseph R. Kapaun, P.E.

Standard Form of Agreement Between Owner and Design/Builder

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN
ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS USE, COMPLETION OR MODIFICATION

1996 EDITION

TABLE OF ARTICLES

PART 1 AGREEMENT

- | | |
|--|--|
| 1. DESIGN/BUILDER | 6. DISPUTE RESOLUTION –
MEDIATION AND ARBITRATION |
| 2. OWNER | 7. MISCELLANEOUS PROVISIONS |
| 3. OWNERSHIP AND USE OF
DOCUMENTS AND ELECTRONIC DATA | 8. TERMINATION OF THIS AGREEMENT |
| 4. TIME | 9. BASIS OF COMPENSATION |
| 5. PAYMENTS | 10. OTHER CONDITIONS AND SERVICES |

PART 2 AGREEMENT

- | | |
|--|---|
| 1. GENERAL CONDITIONS | 8. CHANGES IN THE WORK |
| 2. OWNER | 9. CORRECTION OF WORK |
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| 6. PROTECTION OF PERSONS AND
PROPERTY | 13. BASIS OF COMPENSATION |
| 7. INSURANCE AND BONDS | 14. OTHER CONDITIONS AND SERVICES |

Standard Form of Agreement Between Owner and Design/Builder

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS USE, COMPLETION OR MODIFICATION

This document comprises two separate Agreements: Part 1 Agreements and Part 2 Agreement. Before Executing the Part 1 Agreement, the parties should reach substantial agreement on the Part 2 Agreement. To the extent referenced in these Agreements, subordinate parallel agreements to A191 consist of AIA Document A491, Standard Form of Agreements Between Design/Builder and Contractor; and AIA Document B901, Standard Form of Agreements Between Design/Builder and Architect.

PART 1 AGREEMENT

1996 EDITION

AGREEMENT

made as of the 13th day of February in the year of 2009

BETWEEN the Owner: Town of Jesup
(Name and address) ~~1025 5th Street~~ 531 1/2 Prospect St.
Jesup, Iowa 50648

Attn: Mr. Jake Spiegel

and the Design/Builder: C.E. Doyle, LLC.
(Name and address) W4496 Hwy 67
Campbellsport, WI 53010

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YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed
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For the following Project:
(Include Project name, location and detailed description of scope.)

New Town Hall
City of Jesup

The engineering services described in Article 1 will be provided by the following person or entity who is lawfully licensed to practice engineering:
(Name and address)

Craig Olson
C.E. Doyle, LLC.
W4496 Hwy 67
Campbellsport, WI 53010

Normal structural, mechanical and electrical engineering services will be provided contractually through the Architect except as indicated below:

Plumbing, HVAC and Electrical Designs
to be completed by respective trades

The Owner and the Design/Builder agree as set forth below.

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Terms and Conditions – Part 1 Agreement

ARTICLE 1 **DESIGN/BUILDER**

1.1 SERVICES

1.1.1 Preliminary design, budget, and schedule comprise the services required to accomplish the preparation and sub-mission of the Design/Builder's Proposal as well as the preparation and submission of any modifications to the Proposal prior to execution of the Part 2 Agreement.

1.2 RESPONSIBILITIES

1.2.1 Design services required by this Part 1 Agreement shall be performed by qualified engineers and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder.

1.2.2 The agreements between the Design/Builder and the persons or entities identified in this Part 1 Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.

1.2.3 Construction budgets shall be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design/Builder.

1.2.4 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, subcontractors and their agents and employees, and other persons, including the Architect and other design professionals, performing any portion of the Design/Builder's obligations under this Part 1 Agreement.

1.2.5 If the Design/Builder believes or is advised by the engineer or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design/Builder shall notify the Owner in writing. Neither the Design/Builder nor the engineer shall be obligated to perform any act which either believes will violate any applicable law.

1.2.6 Nothing contained in this Part 1 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

1.3 BASIC SERVICES

1.3.1 The Design/Builder shall provide a preliminary evaluation of the Owner's program and project budget requirements, each in terms of the other.

1.3.2 The Design/Builder shall visit the site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's program, schedule and budget.

1.3.3 The Design/Builder shall review laws applicable to design and construction of the Project, correlate such laws with the Owner's program requirements, and advise the Owner if any program requirement may cause a violation of such laws. Necessary changes to the Owner's program shall be accomplished by appropriate written modification or disclosed as described in Paragraph 1.3.5.

1.3.4 The design/builder shall review with the Owner alternative approaches to design and construction of the Project.

1.3.5 The Design/Builder shall submit to the Owner a Proposal, including the completed Preliminary Design Documents, a statement of the proposed contract sum and a proposed schedule for completion of the Project. Preliminary Design Documents shall consist of preliminary design drawings, outline specifications or other documents sufficient to establish the size, quality and character of the entire Project, its architectural and structural systems, and the materials and such other elements of the Project as may be appropriate. Deviations from the Owner's program shall be disclosed in the Proposal. If the Proposal is signed and accepted by the Owner, then execution of Part 2 shall be contingent upon passage of a Public bond referendum. A modification to the Proposal before execution of the Part 2 Agreement shall be recorded in writing as an addendum and shall be identified in the Contract Documents of the Part 2 Agreement.

1.4 ADDITIONAL SERVICES

1.4.1 The Additional Services described under this Paragraph 1.4 shall be provided by the Design/Builder and paid for by the Owner if authorized or confirmed in writing by the Owner.

1.4.2 Making revisions in the Preliminary Design Documents, budget or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budgets;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

1.4.3 Providing more extensive programmatic criteria than that furnished by the Owner as described in Paragraph 2.1. When authorized, the Design/Builder shall provide professional services to assist the Owner in the preparation of the program. Programming services may consist of:

- .1 consulting with the Owner and other persons or entities not designated in this Part 1 Agreement to define the program requirements of the Project and to review the understanding of such requirements with the Owner;

.2 documentation of the applicable requirements necessary for the various Project functions or operations;

.3 providing a review and analysis of the functional and organizational relationships, requirements, and objectives for the Projects;

.4 setting forth a written program of requirements for the Owner's approval which summarizes the Owner's objectives, schedule, constraints, and criteria.

1.4.4 Providing financial feasibility or other special studies.

1.4.5 Providing planning surveys, site evaluations or comparative studies of prospective sites.

1.4.6 Providing special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.4.7 Providing services relative to future facilities, systems and equipment.

1.4.8 Providing services at the Owner's specific request to perform detailed investigations of existing conditions or facilities or to make measured drawings thereof.

1.4.9 Providing services at the Owner's specific request to verify the accuracy of drawings or other information furnished by the Owner.

1.4.10 Coordinating services in connection with the work of separate persons or entities retained by the Owner, subsequent to the execution of this Part I Agreement.

1.4.11 Providing analyses of owning and operating costs.

1.4.12 Providing interior design and other similar services required for or in connection with the selection procurement or installation of furniture, furnishings and related equipment.

1.4.13 Providing services for planning tenant or rental spaces.

1.4.14 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

ARTICLE 2 OWNER

2.1 RESPONSIBILITIES

2.1.1 The Owner shall provide full information in a timely manner regarding requirements for the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria.

2.1.2 The Owner shall establish and update an overall budget for the Project, including reasonable contingencies. This budget shall not constitute the contract sum.

2.1.3 The Owner shall designate a representative authorized to act on the

Owners behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design/Builder in order to avoid unreasonable delay in the orderly and sequential progress of the design/Builder's services. The Owner may obtain independent review of the documents by a separate architect, engineer, contractor or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Design/Builder's services.

2.1.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; right-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

2.1.5 The Owner shall furnish the services of geotechnical engineers when such services are stipulated in this Part I Agreement, or deemed reasonably necessary by the Design/Builder. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer (s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

2.1.6 The Owner shall disclose, to the extent known to the Owner, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Projects site.

2.1.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builders Applications for Payment.

2.1.8 The Owner shall promptly obtain easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program.

2.1.9 Those services, information, surveys and reports required by Paragraphs 2.1.4 through 2.1.8 which are within the Owner's control shall be furnished at the Owner's expense and the Design/Builder shall be entitled to rely upon the accuracy and completeness thereof, except to the extent the Owner advised the Design/Builder to the contrary in writing.

2.1.10 If the Owner requires the Design/builder to maintain any special insurance coverage, policy, amendment, or rider, the Owner shall pay the additional cost thereof except as otherwise stipulated in this Part 1 Agreement.

2.1.11 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.

ARTICLE 3

OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

3.1 Drawings, specifications, and other documents and electronic data furnished by the Design/Builder are instruments of service. The Design/Builder's engineer and other providers of professional services shall retain all common law, statutory and other reserved rights, including copyright in those instruments of service furnished by them. Drawings, specifications, and other documents and electronic data are furnished for use solely with respect to this Part 1 Agreement. The Owner shall be permitted to retain copies, including reproducible copies, of the drawings, specifications, and other documents and electronic data furnished by the Design/Builder for information and reference in connection with the project except as provided in Paragraphs 3.2 and 3.3.

3.2 If the Part 2 Agreement is not executed, the Owner shall not use the drawings, specifications, and other documents and electronic data furnished by the Design/Builder without the written permission of the Design/Builder. Drawings, specifications, and other documents and electronic data shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the Design/Builder, unless the Design/Builder is adjudged to be in default under this Part 1 Agreement or under any other subsequently executed agreement, or by agreement in writing.

3.3 If the Design/Builder defaults in the Design/Builder's obligations to the Owner, the engineer shall grant a license to the Owner to use the drawings, specifications, and other documents and electronic data furnished by the engineer to the Design/Builder for the completion of the Project, conditioned upon the Owner's execution of an agreement to cure the Design/Builder's default in payment to the engineer for services previously performed and to indemnify the engineer with regard to claims arising from such reuse without the engineer's professional involvement.

3.4 Submission or distribution of the Design/Builder's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.1.

ARTICLE 4

TIME

4.1 Upon the request of the Owner, the Design/Builder shall prepare a schedule for the performance of the Basic and Additional Services which shall not exceed the time limits contained in Paragraph 10.1 and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

4.2 If the Design/Builder is delayed in the performance of services under this Part 1 Agreement through no fault of the Design/Builder, any applicable schedule shall be equitably adjusted.

ARTICLE 5

PAYMENTS

5.1 The initial payment provided in Article 9 shall be made upon execution of this Part 1 Agreement and credited to the Owner's account as provided in Subparagraph 9.1.2.

5.2 Subsequent payments for Basic Services, Additional Services, and Reimbursable Expensed provided for in this Part 1 Agreement shall be made monthly on the basis set forth in Article 9.

5.3 Within ten (10) days of the Owner's receipt of a properly submitted and correct application for Payment, the Owner shall make payment to the Design/Builder.

5.4 Payments due the Design/Builder under this part 1 Agreement which are not paid when due shall bear interest from the date due at the rate specified in Paragraph 9.5, or in the absence of a specified rate, at the legal rate prevailing where the Project is located.

ARTICLE 6

DISPUTE RESOLUTION- MEDIATION

6.1 Claims, disputes or other matters in question between the parties to this Part 1 Agreement or breach thereof shall be subject to and decided by mediation. Such mediation shall be conducted in accordance with the Construction Industry Mediation Rules.

6.2 The parties shall endeavor to settle disputed by mediation. Demand for mediation shall be filed in writing with the other party to this Part 1 Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arise. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Unless otherwise provided, this Part 1 Agreement shall be governed by the law of the place where the Project is located.

7.2 The Owner and the Design/Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Part 1 Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Part 1 Agreement. Neither the Owner nor the Design/Builder shall assign this Part 1 Agreement without the written consent of the other.

7.3 Unless otherwise provided, neither the design for nor the cost of remediation of hazardous materials shall be the responsibility of the Design/Builder.

7.4 This Part 1 Agreement represents the entire and integrated agreement between the Owner and the Design/Builder and supersedes all prior negotiations, representations or agreements, either written or oral. This Part 1 Agreement may be amended only by written instrument signed by both the Owner and the Design/Builder.

7.5 Prior to the termination of the services of the engineer or any other design professional designated in this Part 1 Agreement, the Design/Builder shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the engineer or other design professional whose services are being terminated.

ARTICLE 8

TERMINATION OF THE AGREEMENT

8.1 This Part 1 Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail to perform substantially in accordance with its terms through no fault of the party initiating the termination.

8.2 This Part 1 Agreement may be terminated by the Owner without cause upon at least seven (7) days' written notice to the Design/Builder.

8.3 In the event of termination not the fault of the Design/Builder, the Design/Builder shall be compensated for services performed to the termination date, together with Reimbursable Expenses then due and Termination Expenses. Termination Expenses are expenses directly attributable to termination, including a reasonable amount for overhead and profit, for which the Design/Builder is not otherwise compensated under this Part 1 Agreement.

ARTICLE 9

BASIS OF COMPENSATION

The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of this Part 1 Agreement as described below.

9.1 COMPENSATION FOR BASIC SERVICES

9.1.1 FOR BASIC SERVICES, compensation shall be as follows:

TWENTY THOUSAND DOLLARS & 00/100.

(\$20,000.00)

Note: The design costs for the architectural drawings will be \$5,000.00. The remaining \$15,000.00 will only be billed if this project is approved and the civil and structural drawings are completed. Any changes made prior to the execution of Part II will be billed hourly at \$125.00 per hour.

9.1.2 AN INITIAL PAYMENT of **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$ 5,000.00)** shall be made upon execution of this Part 1 Agreement and credited to the Owner's account as follows:

9.1.3 SUBSEQUENT PAYMENTS shall be as follows: Monthly draws as work progresses.

9.2 COMPENSATION FOR ADDITIONAL SERVICES

9.2.1 FOR ADDITIONAL SERVICES, compensation shall be as follows:

Cost plus 10%

9.3 REIMBURSABLE EXPENSES

9.3.1 Reimbursable Expenses are in addition to Compensation for Basic and Additional Services, and include actual expenditures made by the Design/Builder and the Design/Builder's employees and contractors in the interest of the Project, as follows:

9.3.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of (1.10) times the amounts expended.

9.4 DIRECT PERSONNEL EXPENSE is defined as the direct salaries of personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

9.5 INTEREST PAYMENTS

9.5.1 The rate of interest for past due payments shall be as follows:

0.015 per month

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Design/Builder's principal places of business, at the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements, such as written disclosures or waivers.)

9.6 IF THE SCOPE of the Project is changed materially, the amount of compensation shall be equitably adjusted.

9.7 The compensation set forth in this Part 1 Agreement shall be equitably adjusted if through no fault of the Design/Builder the services have not been completed within two (2) months of the date of this Part 1 Agreement.

ARTICLE 10

OTHER CONDITIONS AND SERVICES

10.1 The Basic Services to be performed shall be commenced on receipt of signed contract and, subject to authorized adjustments and to delays not caused by the Design/Builder, shall be completed in thirty (30) calendar days. The Design/Builder's Basic Services consist of those described in Paragraph 1.3 as part of Basic Services, and include normal professional engineering and preliminary design services, unless otherwise indicated.

10.2 Services beyond those described in Paragraph 1.4 are as follows:

(Insert descriptions of other services, identify Additional Services included within Basic compensation and modifications to the payment and compensation terms included in this Agreement)

10.3 Items, which may be required but are excluded from the basic services of this contract:

1. Certified survey
2. Topographic survey
3. Soil testing – borings
4. Environmental issues
5. Special engineering and services

10.4 The Owner's preliminary program, budget and other documents, if any, are enumerated as follows:

Title: Proposal for New Town Hall and Community Center

Date: January 14, 2009

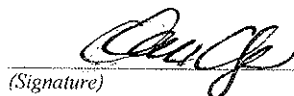
This agreement entered into as of the day and year first written above.

OWNER


(Signature)

JAKE SPIEGEL, MAYOR
(Printed name and title)

DESIGN/BUILDER: C.E. DOYLE, LLC.


(Signature)

DAN DOYLE, MEMBER
(Printed name and title)

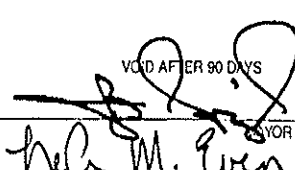
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CLOSE

R&T	Account	Item Number	Posted Date	Amount
073908045	0126128	21790	04/14/2009	5000.00

CITY OF JESUP 601 YOUNG STREET • P.O. BOX 592 JESUP, IA 50648-0592		FARMERS STATE BANK JESUP, IA 50648 72-804-739	B 021790 4/07/09
PAY EXACTLY FIVE THOUSAND AND 00/100 DOLLARS		PAY ► *****5,000.00	
TO THE ORDER OF	C.E. DOYLE, LLC W4496 HWY67 CAMPBELLSPORT, WI 53010		
		VOID AFTER 90 DAYS  MAYOR / MAYOR PRO-TEM CLERK / DEPUTY CLERK	

⑈021790⑈ ⑈073908045⑈ 12061208⑈

041300 2842 001057311>075911768< AB 0003

 PAY TO THE ORDER OF
 AMERICAN BANK
 FOR DEPOSIT ONLY
 C E DOYLE, LLC
 8622-0318

General Sub Super & More

NO.	SIZE	LENGTH	DESCRIPTION	FEET	PRICE	AMOUNT
			Steel Doors			
			Interior Doors & Trim			
			locks & Deadbolts & Hardware			
6	ea		2X12-10			
3	✓		2X12-18			
11	✓		12' Super Step			
11	✓		1X8-12			
1	✓		16' Handrail			
2	✓		10' S			
12	✓		Handrail Brackets			
5	✓		2X8-8			
1	✓		4X8- $\frac{3}{4}$ T&G			
50	linft		2X6(6)			
100	✓		2X6			
50	ea		2X6-104 $\frac{5}{8}$			
950	linft		2X4(6)			
1900	✓		2X4			
1010	ea		2X4-104 $\frac{5}{8}$			
			Concrete Anchors			
200	linft		2X6			
42	✓		2X12			
60	✓		Steel Track - Radius			
450	SF		R-19			
3528	SF		R-11 Ext Walls			
900	SF		R-11 Bathrooms			
ESTIMATE PRICE \$						

Phone 319-827-1448 Fax 827-2026

SPAHN & ROSE LUMBER CO.

Complete Building Service
One Piece or a Carload

Jesu

For City of Jesu 4-7-09
Address _____

Please Overlook

NO.	SIZE	LENGTH	DESCRIPTION	FEET	PRICE	AMOUNT
4	3-0	RH	Pine Heavy 6 Panel Steel Pine Fin White 6 9/16 White Cleck-jomb Out sewing Dbl Bone Satin Nickel Hinges			
1	3-0	LH	Same as above only 6 9/16 jomb			
1	3-0	RH	Same as above only 6 9/16 jomb and In sewing			
			Symon - Figure as wide Cleck-jomb with out special order.			
ESTIMATE PRICE \$						

Phone 319-827-1448 Fax 827-2020

SPAHN & ROSE LUMBER CO.

Complete Building Service
One Piece or a Carload

Jesup

For City of Jesup
Address _____

Please Obooth

[illegible]

Phone 319-827-1448 Fax 827-2020

SPAHN & ROSE LUMBER CO.

**Complete Building Service
One Piece or a Carload**

Tesup

Fox

City of Jesus

Address